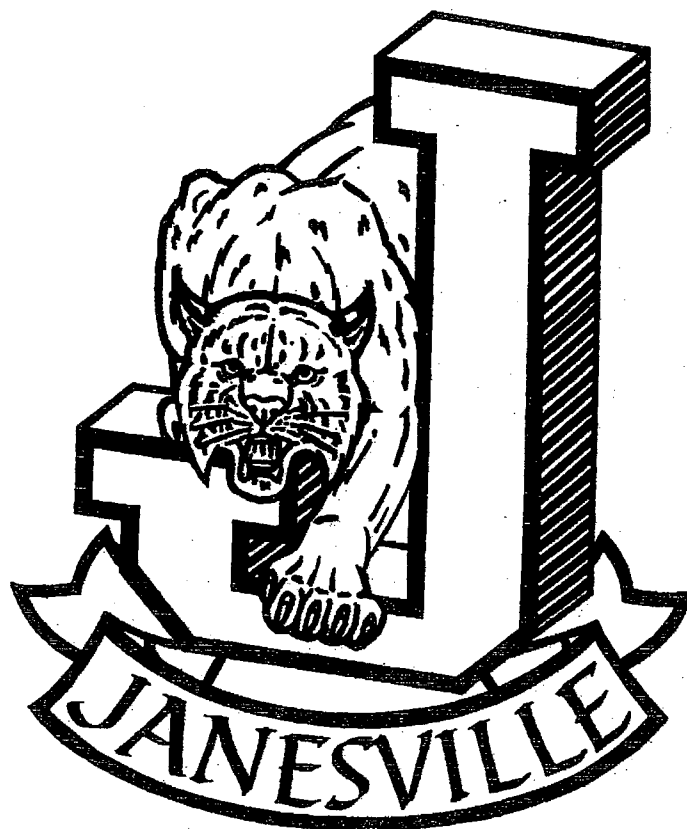


Janesville CSD Janesville EA

7/1/2006 6/30/2007

JANESVILLE CONSOLIDATED SCHOOL DISTRICT



PROFESSIONAL MASTER CONTRACT

2006 - 2007

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COLLECTIVE BARGAINING AGREEMENT

This Collective Bargaining Agreement (hereinafter to be referred to as "Agreement") initially made and entered into this 14th day of December, 1976, pursuant to the provisions of Chapter 20 of the Code of Iowa (1975), commonly known and referred to as the Public Employment Relations Act, by and between the Board of Education of the Janesville Consolidated School District (hereinafter to be referred to as "Board"), and the Janesville Education Association (hereinafter to be referred to as "Association"), for and in consideration of the mutual covenants and agreements herein contained, is as follows:

ARTICLE I - DEFINITIONS

It is understood and agreed that this Agreement applies to and includes only the employees of the Janesville Consolidated School District within the Bargaining Unit, as that term is defined in Article II. Further, throughout this Agreement, the following phraseology shall have the designated meanings, unless the contrary expressly appears, when used herein:

- A. "Employee" or "Employees" - Such words shall refer only to employees within the district bargaining unit;
- B. "PERA" - Such initials shall refer to the Public Employment Relations Act as that Act is set forth in Chapter 20 of the Code of Iowa (1991);
- C. "PERB" - Such initials shall refer to the Public Employment Relations Board as defined, designated and provided for in the said Chapter 20 of the Code of Iowa (1991);
- D. "His" - Such word as used in this Agreement shall be interpreted to include both the masculine and feminine gender.
- E. "Seniority" - Such words as used in this Agreement shall mean and only refer to continuous professional service by the employee to the Janesville School District, however, leaves of absence shall not operate to break an employee's continuous service in the event that the employee shall return to the Janesville School District after the first available opportunity as specified in Article VI - LEAVES;
- F. "Years of Service" - Such phrase as used in this Agreement shall be defined as ninety (90) or more days of actual service to the Janesville School District during any one contract year.

ARTICLE II - RECOGNITION

The Board hereby recognizes the Janesville Education Association, an affiliate of the Iowa State Education Association and the National Education Association, as the certified exclusive and sole bargaining representative of all personnel as set forth in the PERB certification instrument (Case 190) issued by the PERB on the 5th day of September 1975, whether under contract either verbal or written, on leave, or on a per diem, hourly, or class rate basis, employed or to be employed by the Board of Education of the Janesville School District. Such representation shall cover all personnel assigned to newly created professional positions unless the parties agree in advance that such positions are principally supervisory or administrative.

The unit described in the above certification is as follows:

INCLUDED: All full-time and part-time professional personnel, including classroom teachers, librarians and guidance counselor.

EXCLUDED: Superintendent, principals, athletic director and all non-professional personnel, specifically teacher aides, teacher associates, substitute teachers and all other employees excluded by Section 4 of the Act.

ARTICLE III - EMPLOYEE'S HOURS

A. WORKDAY

It is agreed by and between the Association and the Board that the workday shall commence at 8:00 A.M. and end at 3:45 P.M., subject, however, to additional time necessary to perform extra-curricular activities and extra duty assignments as hereinafter provided. Further, employees shall be permitted to leave on Fridays, and days immediately prior to the commencement of vacation or holiday periods after the school buses have departed on their routes. In addition, and for just cause, including employee dental and/or medical appointments, the Administration may permit an employee to report later, or leave the building during free time, or leave earlier than that time set forth above.

In a given year, by mutual agreement between a teacher and administrator, a teacher may be assigned for a workday that begins and ends earlier than the stated workday. Unscheduled time prior to the regular workday will be added to the unscheduled time at the end of the day. All full-time flex employees shall be required to attend all required faculty meetings.

B. INCLEMENT WEATHER

Employees shall not be required to report more than one-half hour before or remain after student attendance is required on occasions of amended student attendance hours because of inclement weather. Employees shall not be required to report when student attendance is canceled because of inclement weather.

C. FACULTY MEETINGS

Employees may be required to attend no more than four (4) faculty meetings per month extending one-half hour prior to or one-half hour after the workday. Such meeting shall have a one (1) week notice to affected employees. Part-time employees shall not be required to attend meetings that are not consecutive with their workday. It is the part-time employee's responsibility to be updated on information if they do not attend faculty meetings.

D. PART-TIME EMPLOYEES

Hours used for calculating full- and part-time employees shall include total on-duty time (including before and/or after student work day time and lunch if they are during the period of employee responsibility).

ARTICLE IV - COMPENSATION

It is understood and agreed that the following shall govern and control the relationship between the parties hereto, and the employees covered by this Agreement with respect to the payment of compensation for services performed:

A. AMOUNT OF COMPENSATION

1. Regular Salary-

The annual salaries for all employees, having due regard for their educational background and experience in the teaching profession, are set forth and established in Schedule "A" which is attached hereto, incorporated herein by this reference as though fully set forth.

2. Extra-Curricular Reimbursement-

Those employees who perform services to assist the Janesville School District in the conduct of its extra-curricular activity program shall be reimbursed for said services as is provided on Schedule "B", attached hereto and incorporated herein by this reference as though fully set forth.

3. Extra-duty Assignment-

It is understood and agreed that faculty, as part of their duties, are called upon to assist in the supervision and conduct of school activities, which activities are enumerated in the Faculty Handbook. In that regard, each employee may be required to perform two (2) such extra duty assignments. The employee so assigned shall be reimbursed at the rate of twenty (\$20.00) dollars per assignment.

B. PLACEMENT ON SALARY SCHEDULE

1. Current Employees-

All current employees shall be placed upon the salary schedule established in Schedule "A", at the appropriate level as of the effective date of this Agreement.

2. Credit for Outside Experience-

An initial employee of the Janesville School District shall be entitled to credit for previous teaching experience outside the Janesville School District in an accredited school system up to a maximum credit of six (6) years for such previous experience. In areas considered to be unique circumstances such as non-continuous previous experience, the Administration or Board may credit less than the six (6) years and no more than eight (8). Discretion may be used in considering the type of non-continuous experience the individual has. The formula for calculating such credit shall be to allow one (1) year of experience for each year of teaching experience outside the District, up to the maximum credit. The employee shall receive compensation as set forth on the salary schedule (Schedule "A"). Such practice will not be grievable.

3. Returning to the District-

a) Continuous Service Returnees-

Any employee returning to active employment, who has maintained a record of "continuous service", as that phrase is clarified in Article I, Section "E" of this Agreement, shall be entitled to compensation at the level of the salary schedule set forth in Schedule "A", which is commensurate with their record of continuous active service.

b) Others-

All other employees returning to the District shall be given credit for experience, as is provided in the preceding paragraph of this Article, with the previous experience in the Janesville School District being evaluated for salary purposes, as teaching experience in an accredited school district, subject to the maximum credit of four (4) years previous experience.

C. ADVANCEMENT ON SALARY SCHEDULE

1. Longevity-

Employees, once positioned on the salary schedule, as contained in Schedule "A", per the provisions of this Article, shall be granted one additional increment or vertical step for each year of service until the maximum for their educational classification and qualification has been reached.

2. Educational Advancement-

Employees on the salary schedule as set forth in Schedule "A", and positioned as per the provisions of this Article, may advance into higher educational lanes as provided for in said schedule. A request must be submitted by the employee seeking lane advancement to the superintendent or superintendent's designee prior to taking the course. Such request will include a detailed description of courses intended to be used for such advancement. All requests will be subject to approval by the superintendent who will determine which college courses shall qualify as credit hours for advancement from one lane to another. In order to advance, an employee must provide satisfactory evidence of such additional education and thereby, the justification for advancement, by the Wednesday proceeding the regular September School Board meeting. No educational advancement shall be allowed during the contract year, but evidence of the accomplishment of the same by the employee may be submitted, at any time, for consideration by the Administration during the immediately subsequent contract year.

D. METHOD OF PAYMENT

1. Pay periods-

Each employee shall be paid in twelve (12) equal installments, which installments shall be due and payable on the 20th of each succeeding month after the commencement of the school year. Employees shall receive the checks at their regular building, on a regular school day, unless the

employee has requested that such compensation check to be mailed to a designated address, in which event the check shall be so mailed.

2. Exceptions-

When a pay date (the 20th of each month) falls on or during a school holiday, vacation, or weekend, exclusive of the summer vacation, the employee shall receive the pay check on the last previous working day prior to the holiday, vacation, or weekend.

3. Summer Checks-

Installments due during the summer vacation, other than for summer school employees, shall be mailed to the address designated by the employee unless otherwise requested, in writing, prior to end of school year.

E. Teacher Compensation Allocation Distribution

1. Participation in the Student Achievement and Teacher Quality Program will be subject to funding. Distribution of compensation will be according to provisions of the law. Any funds remaining after distribution for beginning and Career I teachers will be distributed equally according to the full-time equivalency.

ARTICLE V - INSURANCES

The following shall govern and control the relationship of the parties with respect to providing insurance by the Board to the employees:

A. TYPES

The Board hereby agrees to pay and/or provide all full time employees with the following insurance protection:

1. Health and Major Medical-

Each full-time employee shall be covered by health and major medical program paid for by the Board Benefits currently provided to the employees by the policies so purchased by the Board shall not be altered without negotiation with the Association. Employees wishing to cover other members of the family may do so, in conjunction with a group policy purchased by the Board, at their own expense, and subject to any limitations imposed thereon by the insurance carrier. The Board will offer insurance coverage to any certified part-time employee with a minimum .5 F.T.E. contract and will pay that part of the premium referred to above in proportion to the employee's fraction of contract, subject to any limitations imposed by the insurance carrier. Any portion of the employee's premium not paid for by the Board shall be paid by the employee to the District on or before the date that the premium is mailed by the Board to the insurance carrier.

The Board will pay \$150 of the \$500 total out of pocket expense for teacher's covered by insurance once the teacher shows proof that the total \$500 out of pocket cost has been met for the year. The out of pocket expenses must be for the employee and not for family plan.

2. Disability Insurance-

All certified employees shall be covered by a long term disability insurance program paid for by the Board. The level of benefits for the long term disability shall be at least 60 % of salary, including extra-duty salary.

3. Worker's Compensation-

Each employee shall be covered by Worker's Compensation insurance, which policy shall be purchased and paid for by the Board.

4. Liability-

All employees shall be covered by a policy of liability insurance, covering job-related performance of duties by employees, which policy shall be purchased by the Board. The minimum coverage shall be \$1,000,000.

B. COVERAGES

The Board provided and purchased program shall be effective for twelve (12) months. Employees new to the District shall be covered by the Board provided insurance subject to the provisions of the Insurance Company. Employees working less than a contract year will have their insurance prorated by time worked which may be less than 12 months coverage.

C. DESCRIPTION

The Board shall provide the Association with a copy of the actual insurance policy and contract provided herein within twenty (20) days of the beginning of the school year, or a copy of the applicable provisions of the Board purchased policy satisfying the Board's obligation hereunder. In addition, the Administration or the Board will be responsible for providing insurance information in the form of applications and enrollment meetings.

D. CONTINUATION

Employees on extended leave for periods of thirty (30) days or longer shall have the option to continue any or all of the Board paid programs by paying the premiums themselves to the School District within thirty (30) days of the billing date - subject to acceptance or provisions of the Insurance Company.

ARTICLE VI - LEAVES

It is understood and agreed that unexcused absence from duty shall relieve the Board of any obligation to compensate the employee. However, the following shall constitute agreed exceptions:

INTERMITTENT OR LIMITED ABSENCE

A. SICK LEAVE

1. Benefit Days-

- a. Employee absence for illness and non-job related personal injury without reduction in pay shall be as follows:

1st Year	10 days
2nd Year	11 days
3rd Year	12 days
4th Year	13 days
5th Year	14 days
6th Year	15 days
Each Additional Year	15 days

- b. Employee absence for illness of family members without reduction in pay shall be six (6) days per year, non-accumulating. Absences due to family illness will be deducted from accumulated sick days.

2. Accumulation Rights-

Each employee may, however, accumulate unused sick benefit days from year to year up to a maximum of 110 days per employee. The right of the employee to accumulate sick benefit days shall only apply during years of actual service to the Janesville School District. Further, all employee accumulations of sick benefit days shall terminate upon the employee's termination of "continuous service" as that phrase is defined and clarified in Article I, Section "E" of this Agreement.

3. Notice of Accumulation-

At the conclusion of each academic year, the employee shall be notified of the remaining sick benefit days available for his use. As part of the year-end teacher sign-out procedure, each employee shall sign the "Annual Sick Leave Record" in the Superintendent's office. Such signature shall indicate acceptance of the totals as presented. Any dispute with respect to the accumulation totals as presented must be brought to the attention of the Administration within

ten (10) calendar days of the last teacher workday of the school year or such totals shall be deemed conclusive on both parties.

4. Verification of Illness or Injury-

The Administration may require verification from a physician or other satisfactory source, of any illness or injury and require a statement of necessity therefore prior to reimbursing an employee's claim for sick benefit days.

B. JOB RELATED INJURY LEAVE

Absence due to injury incurred in the course of employment shall not be charged against an employee's sick benefit days, provided for in Section "A" of this Article. However, the Board shall be obligated, during such absences, to compensate the employee only to the extent of the difference between the employee's salary for that period and the benefits the employee receives under Worker's Compensation for the duration of such absence or until the end of the current contract year, whichever condition shall occur first.

C. PERSONAL LEAVE

At the commencement of each academic year, each employee shall be granted two (2) days personal leave without loss in compensation, which leave may be used by the employee to perform personal business. An employee wishing to utilize such leave, either one or both days shall notify the Administration of such intent at least five (5) calendar days or three (3) work days in advance except in cases of emergency. The administration reserves the right to refuse to allow the employee such personal leave on the date requested in the event such leave date is determined to be in conflict with the best interests of the Janesville School District.

Personal leave may accumulate to three (3) days. An employee may use no more than three personal days per year.

D. FUNERAL AND ILLNESS

1. Family-

Each employee shall be granted up to three (3) days absence per year without reduction in compensation caused by serious illness (that illness which requires hospitalization) and three (3) days per occurrence for death of a member of the employee's family.

A member's family includes: parents-in-law, siblings, siblings-in-law, grandparents, grandchildren, legal guardians or those for whom legally responsible and those who live in the employee's home. The employee shall be granted up to five (5) days absence per occurrence for the death of a parent, spouse, child or stepchild.

2. Others-

Each employee shall be granted three (3) days absence per year without reduction in compensation caused by the death of a very close friend.

3. Notice-

Notice to administration of an employee's intention to take such leave shall be given as soon as reasonably possibly after the decision is made to do so.

4. Non-cumulative-

Leaves granted herein shall be non-cumulative from year to year.

E. JURY AND/OR LEGAL

Any employee called for jury duty during the school hours, or who is subpoenaed to appear in any judicial or administrative proceeding, or who is subpoenaed to testify in any fact-finding or arbitration matter shall be excused from duties without loss of pay. When an employee is given compensation for serving on jury duty, that employee shall be obligated to compensate the Janesville Consolidated School District that amount earned each day for the applicable period.

F. ASSOCIATION

The duly designated representative(s) of the Association shall be entitled to up to four (4) days per year (cumulative for all representatives) to attend Association meetings on an area, state, or national level, without personal loss of compensation from the Board; however, the Association shall reimburse the Board at the rate of substitute teacher's pay designated for that school year per day for each day of its representative's absence.

G. PROFESSIONAL IMPROVEMENT

Attendance at educational meetings or visiting other schools by employees, within reason, is permitted in the event that the absence for such purpose is approved by the Administration. If any employee wishes to be absent from duty, for the above-set forth purposes, she (he) shall submit a written request for administrative approval of such absence at least five (5) days prior to the first day of the anticipated absence. Such request shall be submitted to the appropriate principal, and the principal files the request in the Superintendent's office. The employee shall be advised, at least two (2) days prior to the first day of anticipated absence, as to whether or not such absence is approved by the Administration. During any one school year, an employee may use one (1) day for the purposes outlined in this paragraph.

An employee who is working on a recognized educational project or committee, or who has official capacity with respect to a particular professional improvement program, may, in addition to the foregoing, attend such educational conferences or committee meetings without loss of compensation, subject, however, to the approval of the Administration, which must be secured in advance as per the procedure outlines in the preceding paragraph.

H. EXTENDED LEAVES

1. Extended Family Illness-

A leave of absence without pay for up to one (1) year shall be granted to an employee for the purpose of caring for a sick or injured member of his immediate family. The duration of such approved leave shall terminate at end of the contract year in which it is granted.

2. Educational Improvement-

A one-time leave of absence without pay for up to one (1) year shall be granted to an employee for the purpose of engaging in full-time study at an accredited college or university. The employee may, however, at no expense to the Board continue available benefits at their option and at their own expense by giving timely notice of such intention to the Administration or the Board. Application for leave of absence shall be congruent with timelines for contract renewal for the following school year.

I. MISCELLANEOUS

1. GRIEVANCE

Conduct of the Board or administration under the terms and provisions of this Article shall be grievable only for violation of the procedures set forth herein and then only for limited procedural grievance.

2. NOTICES

Notices provided for in this Article shall be sufficient if in writing and delivered to the administrative staff (principals or superintendents) at the times provided for herein. When written notice is not practical, however, oral notice to administrative staff shall suffice, until such time as written notice can be delivered, if such written notice is deemed necessary by the administrative staff.

ARTICLE VII - REDUCTION OF STAFF

The following shall govern and control the rights of the parties hereto in the event of reduction of employees.

A. COVERAGE

All employees under this Agreement.

B. EMPLOYEES INVOLVED

1. Attrition-

The Board agrees that in the event R.I.F. notices are given, and resignation or retirement becomes known to district after RIF notices are given., the number of RIF notices given will be rescinded on the basis of one rescission for each resignation or retirement discovered by the district through the last day of the individual contract year in which RIF notices are given. Thereafter, the same principle will apply but be treated as a recall. Such rescission or recall shall be subject to paragraph C - Seniority.

2. Discretionary-

When it is necessary to reduce employees:

a. Employees shall be laid off in reverse order of seniority , with the least senior employee in the affected employment area listed under Section C. SENIORITY being reduced/laid off first unless no other employee is licensed to fill his/her position. Extra-duty assignments shall not be considered part of the position for purposes of staff reduction/layoff.

b. Notice - The superintendent will notify the employee using the timelines and procedures in Chapter 279, Code of Iowa (1993). Such notice shall be in writing and will include the specific reasons for the proposed action. A copy of the notice delivered to the employee shall be forwarded to the Association.

C. SENIORITY

1. A teacher's seniority shall be area(s) of licensure.

2. Seniority shall be defined as the number of years of continuous service in the district from the date the employee signed his/her individual contract. If two or more employees have the same seniority date, the relative order of seniority shall be determined by drawing lots.

D. DISPLACEMENT PROCEDURE

1. In the event that the staff reduction necessary cannot be accomplished by attrition, the least senior employee currently assigned to the area being reduced will be selected for reduction.

2. Before proceeding further with statutory and/or contractual procedures to reduce this employee, however, the Board shall determine the least senior employee whose position the employee selected for reduction is licensed to fill, if any. The employee selected for reduction shall displace (i.e. bump) this least senior employee.

3. The Board shall repeat the determination and displacement process of paragraph two in regard to each employee so displaced/bumped until the least senior employee possible has been determined (i.e. until no further displacements/bumpings are possible). This "least senior employee" shall be the employee actually reduced.

4. The employee must be licensed for at least fifty percent (50 %) of a full time teacher's job before displacement can take place.

E. RECALL

Any employee reduced/laid off wholly or partially in accordance with this Article shall be recalled for a period of one (1) year to any vacancy for which he is licensed in inverse order of layoff. Notice of Recall shall be given by registered or certified mail to the last address furnished to the Board by the employee. A copy of such Notice of Recall concurrently will be furnished to the Association by

personal delivery or ordinary mail. If the Board has not received a response from the employee within ten (10) days after the employee's receipt of the Notice of Recall, the employee will be deemed to have refused the position offered. In that event, or in the event that the employee responds with a refusal of the offered position, all recall rights for the employee under this Article shall terminate, so long as the offer of employment is equivalent in percentage of contract to that held at the time of reduction. If an employee accepts the position of lesser percentage of contract than held at the time of reduction, additional recall rights under this Article shall continue.

ARTICLE VIII - TRANSFERS

The following shall govern and control the parties with respect to transfers in assignments within the Janesville School District.

A. PROHIBITED TRANSFERS

No transfer of any employee shall be made, nor shall any employee accept such transfer, outside the area of licensure by the State of Iowa.

B. VOLUNTARY TRANSFERS

The Board hereby agrees to notify the Association and the employees of employment opportunities within the Janesville School District. Such notice shall be sufficient, if in writing, forwarded by regular mail to the Association or its designated representative, and posted in a place reasonably calculated to be observed by the employees. Such notice shall be posted for at least ten (10) days excluding Saturdays and Sunday and holidays to allow an employee to request a voluntary transfer to said vacancy. Such posting shall contain the specific assignment, any and all prerequisite qualifications, deadline for transfer request, and beginning date of duties

C. VOLUNTARY TRANSFERS

1. Definition-The movement of an employee, initiated by the employee, in order to fill a part-time of full-time assignment, resignation, termination, transfer, or other causes, which partially or entirely remains in existence within the district, or a part-time or full-time new position created by the District.
2. Procedure-An employee application shall be considered by the Board along with the other applicants for the opportunity. In the determination of requests for voluntary transfer, the wishes of the individual employee shall be honored to the extent that the transfer does not conflict with the instructional needs of the school system as determined by the Board. No such request shall be denied arbitrarily, capriciously, or without basis in fact. Notice of the denial of a voluntary transfer request shall be delivered to the employee with a copy to the Association immediately upon the making of the decision and shall include a specific statement of the reasons for the denial.

D. INVOLUNTARY TRANSFERS

1. Definition of and Applicability - The movement of an employee, not initiated by the employee, in order to fill an existing vacancy shall be considered a involuntary transfer.
2. Usage of Voluntary Requests - This Article will only apply when the vacant position cannot be filled pursuant to Article VIII (C) - Voluntary Transfers.
3. Notice - Notice of an involuntary transfer shall be given in writing to the affected employee(s) as soon as practical and in no case later than thirty (30) days prior to the first day of the school year.
4. Procedure - An involuntary transfer shall be based upon the instructional needs of the District. No transfer shall be made arbitrarily, capriciously, or without basis in fact. The employee with the least District seniority, who is certified in the subject/area and/or grade level to which the involuntary transfer is necessary, shall be transferred first (i.e., in reverse order of seniority). If the involuntary transfer is necessary due to staff reduction, eligible employees will utilize their rights in accordance with Article VII - Reduction of Staff and this Article will not apply.
5. Meeting - An involuntary transfer shall be made only after a meeting between the employee involved, an association representative, and the superintendent or designee, at which time the employee shall be given written reason(s) therefore.

6. Priority in Transfer - a list of open positions in the school district shall be made available to all employees being involuntarily transferred. Such employees may request the positions, in order of preference, to which they desire to be transferred.

ARTICLE IX - COMPREHENSIVE EVALUATIONS OF BEGINNING TEACHERS

1. Prior to the beginning of the first year of teaching, the beginning teacher shall be given a copy of the summative evaluation form to be used, the Iowa Teaching Standards and Criteria, descriptors to be used, and timeline of the process, and other expectations of the teacher by the evaluator.
2. The evaluator shall conduct the first formal observations of the beginning teacher by the end of October of the first year. Pre-conference and post-conference forms as included in the "Iowa DE Model Framework for Designing a Local Staff Evaluation System" for Tier I shall be completed by the teacher. The evaluator shall document the classroom observation and the pre-and post-conferences. Both the teacher and evaluator shall receive copies of the forms.
3. Following the first formal observation, the evaluator shall begin to complete the *Comprehensive Evaluation Summative Evaluation Form* by addressing criteria observed (1) during the observation, (2) in written materials developed by the teacher, and (3) in the conferences. The evaluator shall date each entry on the form and shall check off each criterion that is listed on the form when it is addressed. The teacher shall sign the form and both the teacher and the evaluator shall receive copies of the forms.
4. The pre-conference, observation, and post-conference shall occur within ten working days.
5. By the end of November of the first year, the teacher and evaluator shall meet to identify the teacher's current status in meeting the eight Iowa Teaching Standards and to discuss the resources and information that could be used in future activities relating to the comprehensive evaluation. Both the teacher and the evaluator shall receive copies of the plan.
6. Two additional formal observations shall be conducted by May of the first year of teaching using the same procedures identified in steps 2 through 5.
7. Prior to May 15 of the first year of teaching, the evaluator and beginning teacher shall meet and identify in writing which standards shall need to be addressed in the second year. Both the teacher and evaluator shall receive copies.
8. By November 15 of the second year of teaching, the evaluator shall conduct another formal observation as described above. At that time, the evaluator shall record it in the *Comprehensive Evaluation Summative Evaluation Form*. If the beginning teacher meets all eight Iowa Teaching Standards, the evaluator shall indicate so on the form and provide the beginning teacher with a signed copy.
9. If the evaluator determines that the beginning teacher has not met all eight standards, then the evaluator informs the teacher of which standard(s) have not been met and the evaluator and teacher jointly determine what information the evaluator needs in order to indicate the teacher meets all eight standards. If another observation is needed, it shall be held by the end of January of the second year of teacher. If only a conference is needed, then it shall be held by the end of January of the second year of teaching.
10. If by the end of January, the evaluator indicates the beginning teacher does not meet the Iowa Teaching Standards, an additional formal observation shall be held by the end of March. After that observation, the evaluator makes his/her final recommendation for licensure. A recommendation for a third year of mentoring shall be made only after completion of the comprehensive evaluation.
11. All records of the comprehensive evaluation are to be signed by the employee with the employee receiving a copy. The employee may respond in writing to any aspect of the comprehensive evaluation. The comprehensive evaluation and any responses will be preserved by the employer in the employee's evaluation file and its contents are available to the employee upon request.
12. All evaluations must be accurate and fair.

ARTICLE X EMPLOYEE EVALUATION PROCEDURE

A. PURPOSE

The evaluation procedures outlined below provide the employer with the opportunity to assess and evaluate the performance of the teacher on the district-adopted teacher evaluation criteria. Through the evaluation process, strengths and weaknesses will be identified and communicated to teachers. Then appropriate guidance and assistance will be provided as needed to assist in improving performance.

B. EVALUATION INSERVICE

The district shall provide all employees with at least 4-8 hours of inservice on the Iowa Teaching Standards and criterion prior to the district's implementation of the Individual Career Development Plans and/or Performance Reviews.

C. ORIENTATION PROCEDURES

1. For those individuals developing Individual Career Development plans, orientation to the procedures shall be conducted by September 15 by the superintendent/designee.
2. For those individuals completing Performance Reviews, orientation to the procedures shall be conducted by September 15 by the superintendent/designee.

D. INDIVIDUAL CAREER DEVELOPMENT PLANS

1. Each teacher shall draft an individual or group career development plan by October 15 of the school year following the conclusion of his/her previous plan. (Form C-1)
2. The evaluator will meet with the teacher to review the plan, jointly modify the plan as needed, and approve the plan within 20 school days of its submission. Both the teacher and evaluator will have a copy of the plan.
3. Modification of the plan can be made at any time by mutual agreement. The teacher and evaluator shall sign and date the modification.
4. The evaluator and the teacher shall establish a mutually agreed upon time for an annual conference to review progress in meeting the goal(s) in the plan. At the conclusion of the meeting a copy of the Annual Update shall be signed and dated prior to being placed in the teacher's personnel file. (Form C-4)

E. PERFORMANCE Review

1. Each career teacher shall have a performance review every three years. (Form D-1)
2. The evaluator shall contact the teacher to establish a mutually agreed upon time to discuss the Performance Review.
3. Classroom Observations
 - A. All formal classroom observations shall be conducted openly and with the full knowledge of the employee. No observations shall be conducted the day before or after a day of vacation. Observations shall be for a continuous length of time no shorter than 30 minutes or longer than 90 minutes.
 - B. During the school year of the teacher's performance review, the evaluator and teacher shall mutually agree upon dates for a pre-conference, observation and post-conference. The pre-conference must be at least two school days prior to the observation. The post-conference must be no later than 5 days following the observation. (Form D-3a)
 - C. The evaluator's written observation comments shall be reviewed at the post-conference. The evaluator shall sign and date the comments. The teacher shall sign as having been given the opportunity to review the comments and date the comment sheet. The teacher's signature does not necessarily mean agreement with the comments. The teacher shall be provided a copy of the observation comments. The summative performance review shall be completed by May 15th. (Form D-3b)
4. Summative Performance Review
 - A. The evaluator shall complete the Career Performance Review and arrange a mutually agreed upon date with the teacher to discuss the review. The evaluator shall provide the teacher with a copy of the completed Career Performance Review at least one day prior to the meeting. (Form D-4a)
 - B. For a teacher meeting the Iowa Teaching Standards, the evaluator and the teacher will begin discussion of future career goals that might be included in the next career development plan. This conference can be included as part of the post-observation conference in those situations when the evaluator has no major concerns regarding the teacher's performance. Both the evaluator and the teacher shall sign and date the review.
 - C. If an evaluator indicates that the teacher is not meeting the expectations of the Iowa Teaching Standards, then those standards not being met must be identified, and the information and evidence used to make this decision will be provided to the teacher.

Both the evaluator and the teacher shall sign and date the review. The teacher's signature does not necessarily indicate agreement. The teacher shall have the right to attach a written response to this review.

A career development plan shall be created that focuses only on the Iowa Teaching Standards not met. A performance review shall be held at a mutual agreed upon time within the next twelve months. Both the evaluator and teacher shall sign and date the review. The teacher's signature does not necessarily indicate agreement. The teacher shall have the right to attach a written response to this review.

F. CAREER TEACHER SUPPORT PROCEDURES

1. Career teacher support is designed to provide clear intervention for experienced teachers whose job performance has been determined to not meet the Iowa Teaching Standards. The procedures identified within this section are meant to provide a structured process for teachers who have been identified as needing support.
2. Support Procedures
 - A. The support procedures will begin with a formal meeting between the evaluator and the teacher. During this meeting, the evaluator will convey to the teacher, in writing, the specific behaviors that do not meet the Iowa Teaching Standards and will review documentation supporting this conclusion. The evaluator will present to and discuss with the teacher the Plan of Support which identifies actions for the teacher to complete for the purpose of improving performance identified as unsatisfactory. (From E-2a)

The teacher may have a representative at this or any meeting with the evaluator during this process.

- B. The plan of Support will require conferencing with the teacher, observations, a timeline, and follow-up activities. (Form E-2B)
- C. At the request of the teacher a mentor(s) shall be provided. Participation as a mentor shall be voluntary. The evaluator and the teacher shall mutually select the mentor(s).
- D. The role of the mentor(s) is to use data and information provided by the evaluator and the teacher to assist in developing a planned approach to help the teacher meet the Iowa Teaching Standards. Strict confidentiality will be maintained by the mentor(s). Observations and comments made by the mentor(s) are not reported to the evaluator, and do not become part of the teacher's evaluation. The support provided is targeted solely at helping the teacher improve her or his performance in relation to the Iowa Teaching Standards.
- E. The teacher and the mentor(s) shall be provided release time during the regular school day to collaborate.
- F. After the Support Plan has been completed (Form E-2f), or upon receipt of a written request from a teacher to discontinue to process, the evaluator shall make one of the following recommendations:
 1. Concern resolved, the teacher returns to the individual career development plan.
 2. Progress noted, a new support plan is developed.
 3. Concern not resolved, a recommendation will be made to place the teacher on intensive assistance.

G. REPRESENTATION

The teacher may have a representative present at any meeting involving the performance review or other evaluation

H. INSTRUMENT

The evaluation instrument is set forth in this Agreement as Appendix D and is incorporated by this reference and made a part herein.

I. EVALUATION SUMMARY

All evaluations shall be fair and accurate.

J. GRIEVABILITY

Employee evaluations are to be fair and accurate. An employee who has been evaluated has the immediate right to grieve the evaluation, as allowed by the Code of Iowa, including the right to challenge said evaluation as unfair or inaccurate through the grievance procedure set forth in this contract. The receipt of the written evaluation by the employee shall be the event that begins the grievance timelines. The filing of a formal written grievance must occur within ten (10) school days. The employee or the Association as the employee's representative may challenge the evaluation under the grievance procedure.

ARTICLE XI - IN - SERVICE EDUCATION

It is understood and agreed that the following shall govern and control the parties with respect to in-service education of the employees.

A. IN-SERVICE EDUCATION COMMITTEE

An In-Service Committee composed of five (5) people shall be appointed for each school year. Appointments to the committee shall be made by June 1 of the preceding school year. The five (5) people who compose the committee shall be appointed as follows:

Three (3) persons by the Association; and two (2) persons by the Administration or Board.

With respect to meeting times, it is understood and agreed that school hours may be utilized for such meetings at the discretion of the superintendent.

B. RESPONSIBILITIES AND SCOPE OF ACTIVITIES

The In-Service Education Committee shall be responsible for planning and evaluating the content and format of any employee-orientation or in-service training programs conducted during the school year or on regular work days during which employees are required to be in attendance, as provided for in the employee contracts.

C. EXPENSES

Reasonable expenses may be incurred to conduct such programs, and the Board hereby agrees to pay and be responsible for same as may be reasonably necessary to conduct as effective and informative in-service training program

ARTICLE XII - DISCIPLINE AND INDEMNITY

The following shall govern and control the relationship between the parties regarding safety of the employee's discipline by the employee and the consequences thereof arising out of and in the course of the employee's employment:

A. USE OF REASONABLE FORCE

In the exercise by the employee of his responsibility to maintain discipline, it is understood that an employee may, within the scope of his employment, use and apply such amounts of lawful force as are reasonable to accomplish the following:

1. To quell a disturbance threatening physical injury to others;
2. To obtain possession of weapons or other dangerous objects upon the person or within the control of others for the purpose of self-defense, and;
3. For the protection of persons and property under their direction and control.

B. INDEMNITY

Whenever any legal civil action is commenced against an employee, arising out of and in the course of that employee's employment, and resulting from the performance of assigned duties, the Board shall provide the teacher with defense and indemnification in the event of judgment. It is understood further that this duty on the part of the Board is the subject of an insuring agreement, and that the Board's responsibility under this provision is limited to the terms and conditions as imposed in that liability policy purchased in compliance herewith, which policy of insurance shall

be available for inspection and review by the Association for purposes of allowing the Association to acquaint itself with any limitations contained therein.

ARTICLE XIII - MEDICAL EXAMINATION

The parties hereto agree that the following shall govern and control their relationship with respect to medical examinations:

A. NEW EMPLOYEES

All new employees shall submit, on a form provided by the Board a written report from a licensed and practicing medical physician or a qualified doctor of chiropractic regarding their physical well being. The form provided by the Board is limited to the physician's statement that the employee is capable of performing the normal duties ascribed to the position and does not reveal any detailed medical information. Such report shall be submitted before an employee is put under contract, includes an examination for tuberculosis and a certification by the physician that the proposed employee possesses physical fitness to perform the tasks assigned. Such report shall be provided at the expense of the new employee. The Superintendent may deviate from this in emergency situations.

B. CONTINUING EMPLOYEES

1. Required Examination-

Each continuing employee shall submit, on a form provided by the Board a written report from a licensed and practicing medical physician or a qualified doctor of chiropractic regarding their physical well-being at three (3) year intervals from and after commencement of their employment. The form provided by the Board is limited to the physician's statement that the employee is capable of performing the normal duties ascribed to the position and does not reveal any detailed medical information. Such report shall be sufficient if performed within thirty (30) days of the commencement of the fall school terms, includes an examination for tuberculosis and certification by the physician that the continuing employee possesses physical fitness to perform the tasks assigned. Such report shall be provided at the continuing employee's expense, except that the continuing employee will be reimbursed the sum of thirty-five (35) Dollars upon the completion of the required examination and the return of the proper form to the Board or its designated agent if the continuing employee's insurance company does not cover the expense.

2. Optional Examination-

Each continuing employee shall submit, at the request of the Board or its designated agent, a written report from a licensed and practicing medical physician regarding their physical well-being, more often than that required in the preceding paragraph. Report is limited to the physician's statement that the employee is capable of performing the normal duties ascribed to the position and does not reveal any detailed medical information. Such request by the Board shall be limited to those cases and employees who shall present questionable physical capability to perform the tasks assigned, in the opinion of the Administration. Such examination shall be performed by a licensed and practicing medical physician, selected by the Board, and the expenses thereof shall be borne by the Board.

ARTICLE XIV - ASSOCIATION USE OF FACILITIES

The following shall govern and control Association access to facilities owned and operated by the Board:

A. USE OF FACILITIES

The Association and its members shall have the opportunity to make use of the school buildings and facilities at reasonable hours for meetings, and any equipment, including typewriters, mimeograph machines, other duplicating equipment, calculating machines and all types of audio-visual equipment, when such equipment is not otherwise in use. In consideration thereof, the Association shall pay for reasonable costs of all materials and supplies incidental to such use, and all repairs necessitated by such use. The Administration shall be given notice of the intended use of facilities at least three (3) calendar days in advance of the contemplated use, which notice shall include the facilities and equipment desired, and the time and length of the meeting, which shall commence after school hours. In addition, the Association may use employee mailboxes for communication of information to employees. Further, the duly authorized representative shall have

the right to use any existing phone in the school building, and the Association hereby agrees to pay and be responsible for any and all long distance charges which are incurred by their representative.

B. BOARD MEETINGS

The Board hereby agrees to consider any items placed on its agenda by the Association, provided that such items are placed upon the Board's regular agenda.

**ARTICLE XV PAYROLL DEDUCTION OF ASSOCIATION
DUES AND OTHER OBLIGATIONS**

The following shall govern and control the relationship of the parties with respect to deduction of Association dues and other obligations from salaries of employees:

A. AUTHORIZATION

Any employee who is a member of the Association, who has applied for membership, may sign and deliver to the Board, an assignment authorizing payroll deduction of professional dues. The form of the assignment shall be set forth in Schedule "C", attached hereto and incorporated herein by this reference as though fully set forth.

B. REGULAR DEDUCTION

Pursuant to a deduction authorization, the Board shall deduct one-tenth (1/10) the total dues from the regular salary check of the employee each month for ten (10) months, beginning in October and ending in July of each succeeding year.

C. PRO-RATED DEDUCTION

Employees who begin deduction after September shall have total dues pro-rated on the basis of the remaining months of employment through July.

D. DURATION

Such authorization shall continue in effect from year to year unless revoked in writing by the employee by delivery of a thirty (30) day notice to the Board and to the Association of such revocation.

E. TERMINATION

Any employee who terminates employment prior to June shall provide verification to the Board from the Association that dues are paid in full, or that satisfactory arrangements have been made thereof.

F. TRANSMISSION OF DUES

The Board shall transmit to the Association the total monthly deduction for professional dues within ten (10) school days following each regular pay period, and listing of the employees from whom the deductions were made.

G. PAYROLL DEDUCTIONS

Upon the Administration receipt of appropriate written authorization from the employee, the Board and Administration may deduct from the salary of any employee, and make appropriate remittance to the creditor for annuities and disability insurance.

ARTICLE XVI - NEGOTIATION PROCEDURES

The following shall govern and control the parties with respect to the procedures to be followed and implemented during negotiations involving the PERA:

A. MUTUAL COMMITMENT TO GOOD FAITH NEGOTIATIONS

Good faith negotiation requires a free and open exchange of views by the parties involved in the negotiations; therefore, both parties agree to meet at reasonable times and places and to negotiate in a good faith effort to reach agreement in accordance with the provisions of Chapter 20 of the Code of Iowa. During the course of negotiations, the parties may make proposals and counter-proposals.

Article tentatively agreed to shall be initialed by each party and dated, retyped in final form for signature, and set aside subject to ratification of the entire Agreement by the respective parties.

B. REQUEST FOR MEETINGS

The Board and Association shall meet for the purposes of negotiating and seeking an agreement. Requests from the Association for a negotiation meeting shall be addressed to the President of the Board, or his designated representative, as may be necessary to accomplish the goal of reaching agreement.

C. NEGOTIATION TEAMS

The parties mutually pledge that their representatives will be clothed with all necessary power and authority to make proposals, counter-proposals and to reach tentative agreement on the items being negotiated.

D. ACCESS TO INFORMATION

The Board hereby agrees to grant reasonable requests of the Association for readily available and pertinent information which may be relevant to negotiations and/or processing of grievances.

ARTICLE XVII - IMPASSE PROCEDURE

The parties to this Agreement agree to employ impasse procedures as outlined in Chapter 20 of the Code of Iowa.

ARTICLE XVIII- GRIEVANCE PROCEDURES

A. DEFINITION

1. Grievance-

A grievance is a claim by an employee or a group of employees that there has been an alleged violation, misinterpretation or misapplication of any of the specific provisions of this Agreement.

2. Aggrieved Person-

a. Every employee covered by this Agreement and the Association shall have the right to present grievances in accordance with these procedures;

b. The failure of an employee(s) to act on any grievance within the prescribed time limits will act as a bar from further appeal. The failure of the district to respond within the prescribed time limits shall be considered to grant the grievance and remedy as requested.

B. PURPOSE

The purpose of this procedure is to attempt to secure, at the lowest possible level, and with no interference or interruption of the instructional program and related work activities of the grieving employee or of the professional staff, equitable solutions to the problems affecting teachers which may from time to time arise under the Agreement. Both parties agree that these proceedings will be kept as informal and confidential as may be appropriate at any level of the procedure.

C. PROCEDURE

1. Time limits-

The number of days indicated at each level should be considered as a maximum and every effort should be made to expedite the process. The time limit specified may, however, be extended by mutual agreement between the teacher and the administration.

2. Year-end Grievance-

In the event a grievance is filed at such time that it cannot be processed through all the steps in this Grievance Procedure by the end of the school year, and if left unresolved until the beginning of the following school year, would result in irreparable harm to the aggrieved party, the time limited set forth herein shall be reduced so that the Grievance Procedure may be exhausted prior to the end of the school year or within a maximum of twenty (20) calendar days there after.

3. Level One-

An attempt shall be made to resolve any alleged grievance in informal, verbal discussion between the grievant and principal.

4. Level Two-

- a. If, after the informal discussion with the principal at Level One, the grievance cannot be resolved, the aggrieved employee may invoke the formal grievance procedure by filing the grievance in writing with the principal. The written grievance shall be signed by the grievant and a representative of the Association. A copy of the grievance shall be delivered to the appropriate principal. If the grievance involved more than one educational department, it shall be filed with both principals. The filing of the formal written grievance must be with ten (10) school days of the date of occurrence of the event giving rise to the grievance, or within ten (10) school days of the date on which the grievable conduct was discovered.
- b. The appropriate principal(s) shall make a decision on the grievance and indicate his disposition of the grievance in writing to the aggrieved employee, the Association, and the Superintendent within ten (10) school days of the presentation of the formal grievance. If the aggrieved employee or the Association is not satisfied with the disposition of the grievance, or if no disposition has been made at Level Two within the ten (10) school day period, the grievance may be transmitted to Level Three.

5. Level Three-

- a. In the event a grievance has not been satisfactorily resolved at the second level, the aggrieved employee shall file, within ten (10) school days of the principal's written decision at Level Two, or if there has been no written disposition at the second level within ten (10) school days of the presentation of the formal grievance, a copy of the grievance with the Superintendent.
- b. The Superintendent shall meet with the aggrieved employee within ten (10) school days of receipt of the grievance from the employee. Within ten (10) school days of the third level grievance meeting, the Superintendent shall file an answer in writing with the employee, the Association, and the appropriate principal.

6. Level Four-

- a. If the grievance is not resolved satisfactorily at Level Three, there shall be available a fourth level of arbitration. The Association may submit, in writing, a request on behalf of the Association and the grieving employee, to the Superintendent within thirty (30) days from the receipt of the Level Three answer to enter into such arbitration. The arbitration proceedings shall be conducted by an arbitrator to be selected by the two parties within seven (7) school days, either the American Arbitration Association, the Federal Mediation and Conciliation Service, or Public Employees Relations Board will be requested to provide a panel of five (5) arbitrators. The parties shall determine by lot which party shall strike the first name from the list. Each of the two parties will alternately strike one name at a time from the panel until only one name remains. The remaining name shall be the arbitrator.
- b. The arbitrator so selected may confer with the representatives of the Board and the Association. The arbitrator may hold formal or informal hearings, examine witnesses and documents, take testimony and receive evidence, require the attendance of witnesses and the production of records to assist in making a decision. Said hearings shall be held promptly and the arbitrator shall issue his decision as soon as possible after the close of the hearings, or if oral hearings have been waived, then from the date the final statements and proofs on the issues are submitted to him. The arbitrator's decision shall be in writing and shall set forth his findings of fact along with his reasoning and conclusions on the issues submitted. The decision of the arbitrator shall be submitted to the Board and the Association and shall be final and binding on the parties.
- c. The arbitrator, in his opinion, shall not amend, modify, ignore or add to the provisions of the Agreement. His authority shall be strictly limited to deciding only the issue or issues presented to him in writing by the School District and the Association and his decision must be based solely and only upon his interpretation of the meaning or application of the language of the Agreement.

- d. The costs for the services of the arbitrator, including per diem expenses, if any, and actual and necessary travel, subsistence expenses and all other cost shall be borne equally by the School District and the Association. Any other expenses incurred shall be paid by the party incurring them.

D. RIGHTS OF EMPLOYEES TO REPRESENTATION

1. Employee Representation-

Any aggrieved employee may be represented at all stages of the Grievance Procedure by himself and in addition to a representative of his choosing and representative of the Association.

E. COMPLAINT PROCEDURE

It is understood and agreed that there exists, as a part of the Board policy, a Complaint Procedure which provides channels for resolving professional problems within the Janesville Consolidated School District. The Board hereby agrees that it will not alter nor abandon such procedure without consultation with the Association.

F. MEETINGS AND HEARINGS

All meetings and hearings under this procedure shall be conducted in private and shall include only the Board, witnesses, aggrieved person(s), their designated or selected representatives, and the designated representative of the Association.

ARTICLE XIX - WAIVER

The waiver of either of the parties hereto of a mutually agreeable postponement or change of this Agreement shall not operate, nor shall it be construed as, a waiver of any other postponement or change hereof or of any subsequent postponement or change thereof.

ARTICLE XX - SEVERABILITY

It is hereby agreed that should any Article, Section or Clause of this Agreement be declared illegal by a court of competent jurisdiction, then the Article, Section or Clause shall be deleted from this Agreement to the extent that it violates the law. The remaining Articles, Sections and Clauses shall remain in full force and effect.

ARTICLE XXI - NOTICE

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provisions of this Agreement, either party shall do so by telegram or letter at the following designated addresses or at such other addresses as may be designated by a party in written notification to the other party.

- a. If by Association to the Board at Superintendent' Office, 505 Barrick Road, Janesville, Iowa 50647;
- b. If by Board, to the Association at President, Janesville Education Association, 505 Barrick Road, Janesville, Iowa 50647.

ARTICLE XXII- HOLIDAYS

Employees shall be granted four (4) paid holidays - Labor Day, Thanksgiving Day, Christmas Day, and New Year's Day. No employee shall be required to perform teaching duties on any of the above holidays.

ARTICLE XXIII - PHASE III PROCEDURES

(Effective as long as Phase III monies are available)

1. Rate of Pay: The contract salary is based upon the regular school year of one hundred ninety-one days. Any employee whose assignment exceeds the regular school day, week, or year will be granted additional compensation as follows:

The extended work day, week, and year shall be compensated for at the average per diem rate of all District instructional staff rounded to the nearest dollar.

The average per diem rate of all District instructional staff shall be calculated by October 1 of the school year in which projects are approved.

2. Method of Compensation: Curriculum Studies - Payment of Phase III monies will occur on the twentieth of the month following submission of employee's statement of time spent and report. Student Centered Activities - Payment for short term activities will be paid in equal installments commencing the month in which the activity is initiated. If the length of the activity corresponds with the length of the school year, equal payments will be paid with the employee's regular paycheck. Said documentation must be submitted to Phase III Coordinator by the 1st day of the month.
3. Grievance Procedure: The Mandatory subjects of bargaining in the Phase III Plan or any subsequent Phase II plans that are agreed to by the parties are made part of the master agreement and are subject to the grievance procedure.
4. Appeals Process: All appeals of Phase III Steering Committee and Community Committee decisions are to be made within ten (10) days of notification of action. All appeals are to be directed to the Janesville Board of Directors.
5. Participation: Work performed for Phase III activities will be voluntary.

ARTICLE XXIV - DURATION

It is hereby agreed that this agreement shall be effective as of July 1, 2006, and shall continue in full force and effect to and including June 30, 2007.

During the 2004-05 bargaining session, only Article IV (compensation), Article V (insurance) and other mutually agreed articles will be negotiated between the parties. In addition to the above mutually agreed articles, each party may bring one article without mutual agreement to be negotiated between the parties. However, if whole-grade sharing or merging with another school district were being considered, then Article III (employee's hours), Article VIII (transfers), and Article VII (reduction of staff) may be brought forward.

Further, this agreement shall automatically continue in force and effect for subsequent annual periods from July 1 through June 30.

All other agreements and understandings by and between the parties hereto are considered if those agreements and understandings are not addressed specifically in this agreement and if not contrary to this agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their respective Chief Executive and attested to by their Chief Negotiator on this 10th day of April.

JANESVILLE EDUCATION ASSOCIATION

JANESVILLE BOARD OF EDUCATION

BY Marcia Stiller
PRESIDENT

BY [Signature]
PRESIDENT

BY Marcia Stiller
CHIEF NEGOTIATOR

BY [Signature]
CHIEF NEGOTIATOR

SALARY SCHEDULE
2006-2007

Appendix A

	BA 490 525	510 545 450	530 565 500	550 585 550	600 610 600	
BASE	\$26,300	\$26,810	\$27,340	\$27,890	\$28,490	
1	\$26,790	\$27,320	\$27,870	\$28,440	\$29,090	
2	\$27,280	\$27,830	\$28,400	\$28,990	\$29,690	
3	\$27,770	\$28,340	\$28,930	\$29,540	\$30,290	
4	\$28,260	\$28,850	\$29,460	\$30,090	\$30,890	
5	\$28,750	\$29,360	\$29,990	\$30,640	\$31,490	
6	\$29,275	\$29,870	\$30,555	\$31,225	\$32,100	
7	\$29,800	\$30,415	\$31,120	\$31,810	\$32,710	
8	\$30,325	\$30,960	\$31,685	\$32,395	\$33,320	
9	\$30,850	\$31,505	\$32,250	\$32,980	\$33,930	
10	\$31,375	\$32,050	\$32,815	\$33,565	\$34,540	
11	\$31,900	\$32,595	\$33,380	\$34,150	\$35,150	
12	\$32,425	\$33,140	\$33,945	\$34,735	\$35,760	
13	\$32,950	\$33,685	\$34,510	\$35,320	\$36,370	
14	\$33,475	\$34,230	\$35,075	\$35,905	\$36,980	
15	\$34,000	\$34,775	\$35,640	\$36,490	\$37,590	
16	\$34,525	\$35,320	\$36,205	\$37,075	\$38,200	
17	\$34,925	\$35,865	\$36,770	\$37,660	\$38,810	
18	\$35,325	\$36,410	\$37,335	\$38,245	\$39,420	
19	\$35,725	\$36,860	\$37,900	\$38,830	\$40,030	
20	\$36,125	\$37,310	\$38,465	\$39,415	\$40,640	
21		\$37,760	\$38,965	\$40,000	\$41,250	
22		\$38,210	\$39,465	\$40,585	\$41,860	
23		\$38,660	\$39,965	\$41,135	\$42,460	
24		\$39,110	\$40,465	\$41,685	\$43,060	
25		\$39,560	\$40,965	\$42,235	\$43,660	
26		\$40,010	\$41,465	\$42,785	\$44,260	
27		\$40,460	\$41,965	\$43,335	\$44,860	
28		\$40,910	\$42,465	\$43,885	\$45,460	
29		\$41,360	\$42,965	\$44,435	\$46,060	
30			\$43,465	\$44,985	\$46,660	
31			\$43,965	\$45,535	\$47,260	
32			\$44,465	\$46,085	\$47,860	

Salaries in Schedule A are based upon a contract of 191 days for current staff and 192 for first year teachers in the district.

**CO-CURRICULAR SALARY SCHEDULE
2006-2007**

Appendix B

Generator Base-\$23,272

<u>Position</u>	Salary
Athletic Director (12%)	\$2793
Head Coach, Major Sport (11%)	2560
Head Coach, Minor Sport (7%)	1629
Assistant Coach, Major Sport (8%)	1862
Second Assistant Coach, Major Sport (7%)	1629
Assistant Coach, Minor Sport (4%)	931
J.H. Athletics (6%)	1396
Vocal Music (6%)	1396
H.S. Contest Speech (3%)	698
H.S. Cheerleader Sponsor (4%)	931
J.H. Cheerleader Sponsor (3.5%)	814
School Musical (5%)	1164
School Newspaper (6%)	1396
Instrumental Music (2%)	465
Timekeeper (Volleyball, football, basketball, softball)	1020
Scorekeeper (Basketball, football, basketball, baseball)	1020
Summer Band (6%)	1396
Spring Play (5%)	1164
School Yearbook (7%)	1629
Weight Room Coordinator (8%)	1862

DUES DEDUCTION AUTHORIZATION FORM

For Employer Use Only
Do Not Fill Out

Authorization for Payroll
Deduction for Education Association Dues

Employee Number

First Name

Initial

Last Name

Date Started

Amount

CHANGES

Date

Amount

Date

Amount

Date

Amount

Date

Amount

I hereby request and authorize the Board of Education of Janesville Consolidated School as my remitting agent, to deduct from my earnings each month until this authorization is changed or revoked as provided herein, a sufficient amount to provide for the monthly payment of the prevailing rates of dues, which amount is to be remitted each month for me and on my behalf to the Treasurer of: Janesville Education Association (Affiliate of the Northeast Iowa Education Unit, ISEA, NEA)

It is understood that this authorization shall begin on the first payroll period following this date and shall continue through June from the date hereof, and shall thereafter continue for successive periods of one year unless revoked in writing by a thirty (30) day notice to my employer and to said organization.

Date_____

Signature_____

Social Security Number_____

Individual Career Development Plan

Form C-1

Teacher's Name	Building	Date

Names of Other Teachers Involved:

General Focus of the Plan:

Specific Goal(s) (Written in a manner that allows for progress to be noted.):

Rationale for the Plan:

What student learning concerns will this plan address and what data is used for analyzing the goals and progress:

How does this plan relate to building and/or district student achievement goals?

How will the strategies and activities in this plan lead to accomplishing the goal(s)?

Check the Iowa Teaching Standard(s) that is/are addressed in this plan:

<input type="checkbox"/>	1. Enhance Student Achievement	<input type="checkbox"/>	5. Monitoring Student Learning
<input type="checkbox"/>	2. Content Knowledge	<input type="checkbox"/>	6. Classroom Management
<input type="checkbox"/>	3. Planning and Preparation	<input type="checkbox"/>	7. Professional Growth
<input type="checkbox"/>	4. Instructional Strategies	<input type="checkbox"/>	8. Professional Responsibilities

Action Plan with Timeline:

Resources Needed to Implement the Plan:

Expected Learning from the Plan:

Teacher's Signature and Date	Evaluator's Signature and Date

Copy to be placed in personnel file

Annual Update - Individual Career Development Plan

Form C-4

Teacher's Name: _____ Building: _____ Date: _____

What progress have you made toward completion of the plan? _____

What are you learning? _____

What impact is this learning having on students? _____

Specifically, what needs to be done to complete the plan? _____

Are there any revisions needed? _____

Teacher's Signature and Date	Evaluator's Signature and Date

Copy to be placed in personnel file

Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that he/she received a copy

**Performance Review Plan
Individual Career Development Plan
Form D-1**

Teacher's Name: _____ **Building:** _____ **Date:** _____

What are the results, outcomes and/or products of this plan? _____

What has been learned as a result of this plan? _____

As a result of this experience, what might be the focus of the next career development plan? _____

Teacher comments and reflections: _____

Administrator comments and reflections: _____

Teacher's Signature and Date	Evaluator's Signature and Date

Copy to be placed in personnel file

Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that he/she received a copy.

Pre-Conference
(To be Completed by the Teacher)
Form D-3a

Name _____ School/Evaluator _____

Date of Pre-Conference _____ Date/Time of Observation _____

Grade level/Curriculum Area Observed _____

1. Briefly describe the students in this class, including those with special needs.	5. What difficulties do students typically experience in this area, and how do you plan to anticipate these difficulties?
2. What are the goals for the lesson? What do you want the student to learn?	6. What instructional materials or other resources, if any will you use? (Attach sample materials you will be using in the lesson.)
3. How do these goals support the District's curriculum?	7. How do you plan to assess student achievement of the goals? What procedures will you use?
4. How do you plan to engage students in the content? What will you do? What will the students do?	8. What Iowa teaching standard(s)/criteria will be demonstrated in this observation?
Teacher comments pertaining to observation setting: List any items you want to call to the attention of the evaluator.	

Plan of Support Form E-2b

Teacher: _____ Date: _____

Specific Concern(s) related to the following Iowa Teaching Standards: _____

Plan (Methods/Strategies): _____

Proposed Timeline: _____

Indicators of Progress: _____

Resources/Support Needed: _____

Next Meeting Date: _____

Teacher's Signature and Date	Administrator's Signature and Date

Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that they have received a copy.

Form D-3b

Name _____ Evaluator _____

Date/Time of Observation _____

Grade level/Curriculum Area Observed _____

Performance Summary Form D-4a

Name _____ School _____

Evaluator: _____ Date _____

Date of Pre-Conference: _____

Date of Observation: _____

Date of Post-Conference: _____

Staff member's overall performance:

Staff member is meeting the expectations of the Iowa Teaching Standards

_____ **YES**

_____ **NO**

If "no" is marked, state which standard(s) is/are not met and identify the information and evidence used to make the decision

Teacher's Signature and Date	Evaluator's Signature and Date

Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that they have received a copy. Copy to be placed in personnel file.

Support Plan Form E-2a

Teacher's Name: _____ Building: _____ Date: _____

Check the Iowa Teaching Standard(s) for which the evaluator has concerns:

<input type="checkbox"/>	1. Enhance Student Achievement	<input type="checkbox"/>	5. Monitoring Student Learning
<input type="checkbox"/>	2. Content Knowledge	<input type="checkbox"/>	6. Classroom Management
<input type="checkbox"/>	3. Planning and Preparation	<input type="checkbox"/>	7. Professional Growth
<input type="checkbox"/>	4. Instructional Strategies	<input type="checkbox"/>	8. Professional Responsibilities

Information and Evidence Documenting the Concern: _____

What actions does the teacher need to take? _____

How will the evaluator know that the teacher has made progress? _____

Timeline:

Date for Performance Review:

Teacher's Signature and Date	Administrator's Signature and Date

Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that they have received a copy.

Plan of Support Form E-2b

Teacher: _____ Date: _____

Specific Concern(s) related to the following Iowa Teaching Standards:

Plan (Methods/Strategies):

Proposed Timeline:

Indicators of Progress:

Resources/Support Needed:

Next Meeting Date:

Administrator Signature and Date: _____

Teacher Signature and Date: _____

Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that they have received a copy.

Support Summary Form E-2f

Teacher: _____ Date: _____

Meeting Dates: _____

Information and Evidence documenting Evaluator's Recommendations: _____

This image shows a single sheet of white paper with horizontal blue or grey ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

Evaluator's Recommendation:

_____ Concern resolved, the teacher returns to *Individual Career Development Plan*

_____ Progress noted, a new *Support Plan* is developed

_____ Concern not resolved, a recommendation will be made to place the teacher on *Intensive Assistance*

Teacher's Signature and Date	Evaluator's Signature and Date

Signature of the teacher does not indicate that the teacher agrees with the content of the review, only that they have received a copy.

**JANESVILLE CONSOLIDATED SCHOOL DISTRICT
SUMMATIVE EVALUATION**

Performance Area I - Productive Teaching Techniques

Criterion 1: Demonstrates effective planning skills

The teacher inconsistently demonstrates effective planning skills.	The teacher demonstrates effective planning skills.	The teacher demonstrates innovative planning skills.
--	---	--

Criterion 2: Implements the Lesson Plan

The teacher inconsistently implements the lesson plan effectively.	The teacher implements the lesson plan effectively.	The teacher demonstrates innovation in the implementation of the lesson plan.
--	---	---

Criterion 3: Communicates Effectively with Students

Communications from the teacher are usually clear, but student input is not encouraged.	Communications from the teacher are clear and student input is encouraged.	The teacher is extremely skillful in using a variety of communication techniques.
---	--	---

Criterion 4: Ensures Student Time-On-Task

The teacher intermittently uses techniques that ensure student time on task.	The teacher uses techniques that ensure student time on task.	The teacher reinforces appropriate behaviors of student time on tasks and assists those students who have difficulty staying in task.
--	---	---

Criterion 5: Prepares Appropriate Assessment Activities

The teacher prepares evaluation activities which are marginally related to the instructional objectives(s).	The teacher prepares evaluation activities which are related to the instructional objective(s).	The teacher prepares a variety of evaluation activities which are related to the instructional objective(s).
---	---	--

Criterion 6: Displays a Thorough Knowledge of Curriculum and Subject Matter

The teacher inconsistently displays a thorough knowledge of curriculum and subject matter.	The teacher displays a thorough knowledge of curriculum and subject matter.	The teacher displays a thorough knowledge of curriculum and subject matter by interrelating topics and/or activities that are taught.
--	---	---

Criterion 7: Selects Learning Content Congruent with the Prescribed Curriculum

Learning content was selected inconsistently from the prescribed curriculum.	Learning content was selected from the prescribed curriculum.	The teacher assumes an active role in the development of the prescribed curriculum.
--	---	---

Criterion 8: Provides Specific Assessment Feedback

The teacher inconsistently gives evaluative feedback.	The teacher gives specific evaluative feedback.	The teacher gives specific evaluative feedback by using a variety of techniques.
---	---	--

Criterion 9: Sets High Expectations for Student Achievement

The teacher inconsistently sets high expectations for student achievement.	The teacher sets expectations and effectively communicates these expectations to students	The teacher sets high expectations for student achievement. Communicates expectations effectively to students and parents; and takes an active role in helping students achieve expectations.
--	---	---

Criterion 10: Provides Opportunities for Individual Differences

The teacher intermittently provides for individual differences.	The teacher provides for individual differences.	The teacher diagnoses student learning styles and provides instruction accordingly.
---	--	---

Performance Area I - Productive Teaching Techniques - COMMENTS:**Performance Area II - Classroom Management Techniques****Criterion 11: Demonstrate Evidence of Personal Organization**

The teacher intermittently displays evidence of personal organization.	The teacher consistently displays evidence of personal organization, i.e., materials are available; the instructional sequence progresses logically.	The teacher displays evidence of personal organization and maximizes the use of time.
--	--	---

Criterion 12: Sets High Standards for Student Behavior

The teacher sets high standards for student behavior inconsistently.	The teacher sets appropriate and high level expectations for student behavior.	The teacher promotes self-development, does not tolerate put-downs, and encourages students at all grade levels.
--	--	--

Criterion 13: Organizes Students for Effective Instruction

The teacher inconsistently uses techniques which organize students for effective instruction.	The teacher uses techniques which organize students for effective instruction.	The teacher uses a variety of techniques which organize students for effective instruction.
---	--	---

Performance Area II - Classroom Management Techniques - COMMENTS:

Performance Area III - Positive Interpersonal Relations

Criterion 14: Promotes Positive Self-Concept

The teacher inconsistently promotes a positive self-concept for students.	The teacher promotes positive self-concepts for all students.	The teacher provides opportunities for all students to achieve recognition for constructive behavior.
---	---	---

Criterion 15: Promotes Self-Discipline and Responsibility

The teacher inconsistently promotes self-discipline and responsibility.	The teacher promotes self-discipline and responsibility.	The teacher encourages all students to demonstrate responsible behaviors in a variety of settings.
---	--	--

Criterion 16: Demonstrates Effective Interpersonal Relationships with Colleagues

The teacher inconsistently communicates with colleagues.	The teacher communicates with all colleagues by sharing ideas, methods, etc.	The teacher communicates with all colleagues by sharing ideas, methods, etc.; acknowledges rights of others to hold differing points of view; and respects other points of view.
--	--	--

Criterion 17: Demonstrates Effective Interpersonal Relationships with Students

The teacher inconsistently shows sensitivity in relating to students.	The teacher demonstrates sensitivity in relating to all students.	The teacher demonstrates sensitivity in relating to all students and willingly provides extra time for individuals.
---	---	---

Criterion 18: Demonstrates Effective Interpersonal Relationships with Parents

The teacher inconsistently communicates with parents or communicates with parents in a negative manner.	The teacher effectively communicates with parents and conveys areas of concern, as well as, giving positive feedback.	The teacher effectively communicates with parents on a regular basis and responds to parental concerns appropriately.
---	---	---

Performance Area III - Positive Interpersonal Relations - COMMENTS:

Performance Area IV - Professional Responsibilities

Criterion 19: Demonstrates Employee Responsibilities

The teacher habitually needs to be reminded to fulfill organizational responsibilities.	The teacher fulfills organizational responsibilities.	The teacher is a role model in the fulfillment of organizational responsibilities.
---	---	--

Criterion 20: Supports School Regulations and Policies

The teacher intermittently supports school regulations and policies.	The teacher supports school regulations and policies.	The teacher participates in development and review of school regulations and policies.
--	---	--

Criterion 21: Demonstrates a Willingness to Keep Curriculum and Instructional Practices Current

The teacher reluctantly uses current curriculum and instructional practices.	The teacher uses current curriculum and instructional practices.	The teacher participates in curriculum and instructional practices review and development.
--	--	--

Criterion 22: Assumes Responsibilities Outside the Classroom as They Relate to School

The teacher inconsistently assumes responsibilities outside the classroom.	The teacher assumes responsibilities outside the classroom as directed.	The teacher voluntarily assumes "extra" responsibilities.
--	---	---

Performance Area IV - Professional Responsibilities - COMMENTS:**GENERAL COMMENTS:**

I attest that the above summative evaluation was made and that a conference was held with me regarding the summative evaluation. My signature, as teacher is not an indication of my agreement or disagreement with the evaluation as written and presented but rather my acknowledgement that this session took place.

I realize I have the right to attach a statement of disagreement with any statement presented in this evaluation form.

Date

Teacher's Signature

Evaluator's Signature

Beginning Teachers Evaluation Checklist

Designated Date

Date Completed

Evaluator's Signature

Time Line

Teacher's Signature

Notification	Prior to the beginning of first year of teaching				
Pre-evaluation conference	At least 2 school days prior to observation				
Observation	By end of October of first year-at least 20 minutes in length				
Written observation	Within 5 school days of observation & at least 2 school days prior to conference				
Post-observation Conference	Within 10 school days of observation/start to fill out Comprehensive Evaluation Summative Form				
Identify Current Status in meeting 8 Standards	By end of November of first year				
2nd Pre-evaluation Conference	By May/at least 2 school days prior to observation				
Observation	At least 20 minutes in length				
Written Observation	Within 5 school days of observation & at least 2 school days prior to conference				
Post-observation Conference	Within 10 school days of observation				
Identify Current Status in meeting 8 Standards					
3rd Pre-evaluation conference	At least 2 school days prior to observation				

Observation	At least 20 minutes in length				
Written Observation	Within 5 school days of observation & at least 2 school days prior to conference				
Post-observation Conference	Within 10 school days of observation				
Identify Current Status in meeting 8 Standards	Prior to May 15 th				
2ND YEAR					
Pre-evaluation conference	At least 2 school days prior to observation				
Observation	By Nov. 15 th & at least 20 minutes in length				
Written observation	within 5 school days of observation & at least 2 school days prior to conference				
Post-observation Conference	Within 10 school days of observation				
Identify Current Status in meeting 8 Standards	At post-observation conference				
Pre-evaluation Conference	At least 2 school days prior to observation				
Observation	By end of Jan., if needed 20 minutes in length				
Written observation	If observation took place-Within 5 school days of observation & at least 2 school days prior to conference				
Post-observation Conference	If observation took place-Within 10 school days of observation				
Identify Current	By end of January if				

Status in meeting 8 Standards	all standards haven't been meant				
Pre-evaluation	If needed, by end of March				
Observation	If needed, by end of March				
Written observation	If needed, by end of March				
Post-observation Conference	If needed, by end of March				
Recommendation for licensure	By end of March				

Mileage---Use School District rate for added mileage only

Coverage---An employee with a multi-district assignment is an employee of the District in which he/she has signed his/her individual teaching contract and is also a member of that bargaining unit: entitled to all benefits under the collective bargaining agreement of that district. Specifically, wages, fringe benefits, and other terms and conditions of employment will be determined by the master contract effect between the Association and the employing district.

The District and the Association agree to mutually open this article next year.

At least 30 days prior to the beginning of the 2006-2007 school year the district and the Association will meet with the shared staff to address their concerns.

New Professionals Mentoring Program

Definitions:

New Professional Mentoring Program: Janesville Cons. School District's program of support and assistance for New Professionals.

New Professional: Any licensed individual in her/his first or second year of teaching. All New Professionals must participate in the New Professional Mentoring Program.

Instructional Mentor: A teacher who has been trained and assigned to provide assistance to a New Professional in the district's New Professional Mentoring Program.

1. Wages

A. Instructional Mentor

Each Instructional Mentor shall receive \$500 per semester for mentoring one New Professional.

Each Instructional Mentor shall mentor no more that one New Professional each semester.

Training and required District mentoring meetings outside the regular workday and/or contract year shall be paid at the teacher's per diem rate.

B. New Professionals

Training and required District mentoring meetings outside the regular workday and/or contract year shall be paid at the teacher's per diem rate.

2. Evaluation

A. The model Comprehensive Evaluation currently being developed by the Iowa Department of Education pursuant to Section 256.9 (51) of the Iowa Code, shall be the basis for negotiating the evaluation to be utilized by the district to determine successful completion of the mentoring program under Chapter 284 of the Iowa Code.

B. All professional assistance and interaction between the Instructional Mentor and the New Professional shall be confidential. All written and oral comments between the two shall also be confidential. If the Instructional Mentor violates the confidentiality agreement, that mentor shall be removed from the program. The only exception to the confidentiality agreement shall be if the New Professional requests that information be shared with an evaluator when all parties are present.

C. Mentoring assistance and induction plan activities shall not be used in evaluating a New Professional.

D. Instructional Mentors shall not provide data or testimony in subsequent job renewal, termination, arbitration, or licensure proceedings.

E. An Instructional Mentor shall not participate in any informal or formal evaluation of a New Professional, not be requested or directed to make recommendations supporting or denying continued district employment or recommendations for continuation or renewal for licensure of a New Professional.

F. Other than a notation to the effect that a teacher has served as Instructional Mentor, a teacher's activities as an Instructional Mentor shall not be part of that teacher's evaluation.

3. Professional Leave

Each Instructional Mentor and each New Professional shall be provided at least two (2) days each quarter of paid professional leave. Such leave may be used in two-hour blocks for the purpose of completing induction activities including but not limited to such activities as observing other teachers, conferencing, and individual professional skill development.

4. Process for dissolving mentoring partnerships

If a mentor/new professional team experience difficulty or the professional relationship is not working, either the Mentor or the New Professional may request that a new mentor be assigned. The request shall be granted and a new mentor assigned within ten (10) days.

The District and the Association agree to mutually open this article next year.